

MEMORANDUM OF UNDERSTANDING
between
Bureau of Land Management
and
State of Maryland, Department of Natural Resources
and
Commissioners of Charles County, Maryland
and
The Conservation Fund

MOU # ES-930-01-02

Introduction

This Memorandum of Understanding (MOU) between the U.S. Department of the Interior (DOI), Bureau of Land Management (BLM), Eastern States; the State of Maryland, Department of Natural Resources (DNR); the Commissioners of Charles County, Maryland (Charles County); and The Conservation Fund establishes a framework for cooperation to facilitate acquisition of an area along the Potomac River in the State of Maryland known as Douglas Point for the enjoyment of future generations.

Background

Douglas Point contains approximately 9 miles of unspoiled coastline along the Potomac River. Existing along this coastline is a major tributary to the Chesapeake Bay, Mattawoman Creek, a renowned Heritage Area at Malloys Bay, and the historic Port Tobacco River. This area, consisting primarily of wetlands and forest, is recognized as one of the most outstanding ecologically valuable areas in the Chesapeake Bay region, and has great potential as a heritage tourism destination. This natural coastline provides critical habitat for migratory waterfowl in the mid-Atlantic states, as well as for nesting Bald Eagles, Great Blue Herons, and numerous other rare and endangered plant and animal species.

Purpose

The purpose of this MOU is to document the commitment to continuing cooperation among BLM, acting on behalf of the DOI; The Conservation Fund, DNR; and Charles County to establish a cooperative working partnership involving Douglas Point. All parties agree to develop a) a Land and Natural Resources Protection Initiative; b) a Planning Analysis Document; and c) an Interagency Management Plan for Douglas Point.

a) Land and Natural Resources Protection Initiative: BLM and the DNR will jointly negotiate funding for a land protection initiative for the 5,500 acres. When necessary, assistance will be provided by The Conservation Fund or other non-profit, independent organizations. This effort is intended to result in the eventual ownership or protection of all or some of these lands for future public benefit, as well as to promote community economic development through heritage tourism opportunities; and

b) Planning Analysis Document: The BLM, with the support and assistance of the DNR, Charles County, and other organizations as needed, will assume a lead role in developing a Planning Analysis for Douglas Point. The Planning Analysis will be developed through consultation and coordination with the public and interested stakeholders. The document will address 1) options for management of the Douglas Point land; 2) criteria for evaluating options; 3) possible uses for the land; and 4) consideration of the area's natural, cultural, and recreational resources, including water access; and

c) Future Interagency Planning and Management: Through the Planning Analysis, the BLM, DNR, and Charles County will work cooperatively to define and identify specific proposed activities, interjurisdictional management responsibilities, funding needs and funding sources through the development of a Management Plan. It is understood that Charles County has primary interest in developing and promoting maritime heritage and eco-tourism opportunities at the Wilson property site, as well as in managing a new recreational public water access to the Potomac River at the site. Charles County envisions participation in certain targeted promotional, marketing, and operational aspects recommended in the Management Plan. The final management roles and details for all parties will be resolved and agreed to in the Management Plan.

Funding

Nothing in the MOU shall obligate any party to expend, contract for or otherwise commit to payments of money. BLM's, DNR's, and Charles County's performance of its responsibilities under this MOU is subject to the availability of appropriated funds for land acquisition and/or future management of the site.

Conditions

Upon mutual agreement, the parties recognize that each party may enter into similar agreements with other entities

The parties agree that this MOU does not constitute an endorsement of the other parties or their products, services, or opinions.

Any press release, articles, or advertisements or other public statements that refer to the BLM, DNR, or Charles County, or its respective employees or activities under this MOU, shall be developed in collaboration and mutually agreed upon by the parties before publication.

BLM, DNR, and Charles County are committed to providing recreational opportunities to peoples of all races, economic backgrounds, and physical abilities.

Scope and Limitations

This MOU shall not be construed to grant, expand, create or diminish any legally enforceable rights, benefits or trust responsibilities. The MOU does not preempt or modify any of DOI's, Charles County's, or the State of Maryland's statutory authorities.

Effective Date, Modification, Termination

This MOU becomes effective when all parties have signed it.

This MOU may be modified by written agreement of all parties. Modifications may become effective immediately or at a given date as determined by the parties, if all parties agree to the modification.

Any party may suspend or terminate its own participation upon 60 days written notice to the other parties.

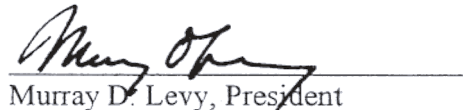
Signatures

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES


Sarah J. Taylor-Rogers, Secretary

Date: 12.13.00.

COMMISSIONERS OF
CHARLES COUNTY, MARYLAND


Murray D. Levy, President

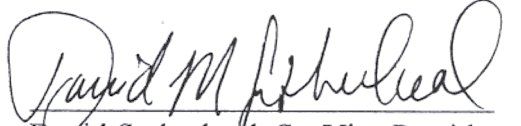
Date: 11/1/00

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT


Gayle Gordon, Eastern States, State Director

Date: 12/13/00

THE CONSERVATION FUND


David Sutherland, Sr. Vice President
Real Estate

Date: 12/13/00